

August 5, 2013

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman ó Greg Gordy; Vice chairman ó Mike Vander Molen and Member - Mark Doland. Also present were Duane Nollen, Osky Herald; Ken Allsup, Osky News; Aaron Riggs and Eduardo Zamarripa, CRI; Charlie Comfort, KBOE; Sone Scott, Mahaska County Treasurer; Jamey Robinson, Mahaska County EMS Director; Dave Sedivec, Mahaska County Conservation Director; Brian Knudtson, Mahaska County GIS Director; Calvin Bandstra; Dale Hessing; Matt Bauman, Area 15 Regional Planning Commission; Jerry Nusbaum, Mahaska County Engineer; Reid Stevens, Mike Rodwell, Mahaska County Engineers Office; and Susan Brown, Mahaska County Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

Chairman Gordy opened the meeting at 9:00 a.m. with a moment of silence.

It was moved by Vander Molen seconded by Doland to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to open the public hearing regarding the sale of the Leighton Shop property. All present voted aye. Motion carried. There were no written or verbal comments received. It was moved by Vander Molen seconded by Doland to close the public hearing. All those present voted aye. Motion carried.

It was moved by Vander Molen seconded by Gordy to approve the following resolution to transfer named Leighton shop to the City of Leighton at the bid price of \$11,000. Gordy ó aye Vander Molen ó aye Doland ó nay. Motion carried.

Resolution #2013-08-01

A RESOLUTION FOR SALE OF COUNTY PROPERTY

WHEREAS, Mahaska County, Iowa is the owner of a certain parcel of real estate in Section 35, Township 76, Range 17 (Black Oak Township) located at 308 Otley Street, Leighton, Iowa, 50143 described as:

A strip of Ground Fifty feet in equal width off from the entire east end of lot 10 block 4 original plat of the town of Leighton, Iowa.

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Mahaska County, Iowa as follows:

1. That a public hearing on the proposed sale shall be held on the 5th Day of August, 2013 at 9:00 oøclock a.m. in the meeting room of the Board of Supervisors on the third floor of the Mahaska County Courthouse.
2. That said Board proposes to sell the parcel of real estate to the highest bidder (øpurchaserø) identified at the July 15, 2013 Board of Supervisors meeting.
3. That the Chairman of the Board of Supervisors is hereby authorized to execute a Quit Claim Deed for the parcel to the purchaser.

PASSED, APPROVED AND ADOPTED this 5th day of August, 2013.

s/Greg Gordy, Chairperson, Mahaska County Board of Supervisors

ATTEST: s/Susan L. Brown

It was moved by Doland seconded by Vander Molen to approve the bills for the month of July in total \$583,070.10. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve the minutes of July 15th. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to accept and update the name change for county depository bank from First National Bank Midwest to TruBank effective June 28, 2013. All present voted aye. Motion carried.

It was moved by Gordy seconded by Doland to approve application for fireworks display 08-03-13 from Co-Line Welding. Gordy ø aye Vander Molen ø nay Doland ø aye Motion carried.

It was moved by Doland seconded by Vander Molen to approve adding Sarah Hol as seasonal part time help in the treasurerø office beginning July 23, 2013 for approximately 8 days and during tax collection period approximately 3 weeks beginning September 18th, 2013 at the rate of \$7.41 per hour. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve adding Shirley Mitrisin as seasonal part time help in the treasurerø office during tax collection period approximately 3 weeks beginning September 18th, 2013 at the rate of \$7.74 per hour. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve EMS grant application presented by Mahaska County EMA Director Jamey Robinson and give the chair authorization to sign. Due to Iowa Code changes this application now has to be run through the county Board of Supervisors. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve following 28E agreement with the City of Eddyville, Iowa for law enforcement services. All present voted aye. Motion carried.

28E AGREEMENT

This Agreement, entered into by and between the City of Eddyville, Iowa, a municipal corporation, Hereinafter called "the City", and Mahaska County, Iowa, a political subdivision, hereinafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The City desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services.

Therefore, the said City and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff, law enforcement services and all persons and equipment necessary therefore to said City.
2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said City for a minimum of ten hours per week.
3. The City shall pay the County the sum of \$12,575.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
4. The duration of this Agreement shall be for twelve months, commencing the first day of July, 2013, through June 30, 2014 and neither party may terminate it without the express written permission of the other party.
5. The City shall pay the General Fund of the County, the following schedule on the first business day thereafter:
July 1, 2013 \$3,143.75
October 1, 2013 \$3,143.75
January 1, 2014 \$3,143.75
April 1, 2014 \$3,143.75
6. The Agreement shall commence on the 1st day of July, 2013.
7. This Agreement shall be supervised by the Mayor and Council of the City and Sheriff of the County.
8. In accordance with Section 28E.7 of the Code of Iowa, 2012, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
9. The City shall file a copy of this Agreement with the Secretary of the State and cause a copy hereof to be recorded with the County Recorder.
10. The provisions of Chapter 573A of the Code of Iowa, 2012, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 5th day of August, 2013.

CITY OF EDDYVILLE, IOWA

A Municipal Corporation

Attest: _____ City Clerk

BY: _____ Mayor

COUNTY OF MAHASKA, IOWA

A Political Subdivision

Attest: s/Susan L. Brown, County Auditor s/Greg Gordy, Chairman, Board of Supervisors

APPROVED:

Sheriff

Recorded: _____, 2013

Filed: _____, 2013

It was moved by Vander Molen seconded by Doland to approve following 28E agreement with the City of Beacon, Iowa for law enforcement services. All present voted aye. Motion carried.

28E AGREEMENT

This Agreement, entered into by and between the Town of Beacon, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a political subdivision, hereinafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The Town desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services.

Therefore, the said Town and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff, law enforcement services and all men and equipment necessary therefore to said Town.
2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said Town for a minimum of six hours per week.
3. The Town shall pay the County the sum of \$3,400.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
4. The major portion of payment for said service shall be through the Town purchasing equipment for the office of the Sheriff and receiving credit for the cost thereof. The said equipment shall be selected and approved in advance by the Sheriff. Any balance shall be paid to the General Fund of the County.
5. The duration of this Agreement shall be for one year and neither party may terminate it without the express written permission of the other party.
6. The Agreement shall commence on the 1st day of August, 2013.

7. This Agreement shall be supervised by the Mayor and Council of the Town and Sheriff of the County.

8. In accordance with Section 28E.7 of the Code of Iowa, 2012, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.

9. The Town shall file a copy of this Agreement with the Secretary of the State and cause a copy hereof to be recorded with the County Recorder.

10. The provisions of Chapter 573A of the Code of Iowa, 2012, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 5th day of August, 2013.

TOWN OF BEACON

A Municipal Corporation

Attest: _____ City Clerk

BY: _____ Mayor

COUNTY OF MAHASKA, IOWA

A Political Subdivision

Attest: s/Susan L. Brown, County Auditor s/Greg Gordy, Chairman, Board of Supervisors

APPROVED:

Sheriff

Recorded: _____, 2013

Filed: _____, 2013

It was moved by Vander Molen seconded by Doland to approve following 28E agreement with the City of University Park, Iowa for law enforcement services. All present voted aye. Motion carried.

28E AGREEMENT

This Agreement, entered into by and between the Town of University Park, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a political subdivision, hereinafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The Town desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services.

Therefore, the said Town and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff, law enforcement services and all men and equipment necessary therefore to said Town.
2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said Town for a minimum of eight hours per week.
3. The Town shall pay the County the sum of \$4,200.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
4. The major portion of payment for said service shall be through the Town purchasing equipment for the office of the Sheriff and receiving credit for the cost thereof. The said equipment shall be selected and approved in advance by the Sheriff. Any balance shall be paid to the General Fund of the County.
5. The duration of this Agreement shall be for one year and neither party may terminate it without the express written permission of the other party.
6. The Agreement shall commence on the 1st day of July, 2013.
7. This Agreement shall be supervised by the Mayor and Council of the Town and Sheriff of the County.
8. In accordance with Section 28E.7 of the Code of Iowa, 2012, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
9. The Town shall file a copy of this Agreement with the Secretary of State and cause a copy hereof to be recorded with the County Recorder.
10. The provisions of Chapter 573A of the Code of Iowa, 2012, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 5th day of August, 2013.

TOWN OF UNIVERSITY PARK

A Municipal Corporation

Attest: _____ City Clerk

BY: _____ Mayor

COUNTY OF MAHASKA, IOWA

A Political Subdivision

Attest: s/Susan L. Brown, County Auditor s/Greg Gordy, Chairman, Board of Supervisors

APPROVED:

Sheriff

Recorded: _____, 2013

Filed: _____, 2013

An access agreement pertaining to the Eveland Access Area was tabled to allow research into how the property is titled.

It was moved by Doland seconded by Gordy to approve the following contract with Area 15 Planning Commission. Gordy ó aye Vander Molen ó nay Doland ó aye Motion carried.

**CONTRACT FOR APPLICATION AND
PLANNING SERVICES WHEN FUNDED**

This contract for grant application and planning services has been agreed to by and between Mahaska County, Iowa, hereinafter referred to as the COUNTY, and the Area 15 Regional Planning Commission, hereinafter referred to as the RPC.

WHEREAS, the COUNTY desires to make application for financial assistance to update the 2008 Mahaska County Multi-Jurisdictional Hazard Mitigation Plan and submit such application to FEMA/Iowa Homeland Security Emergency Management Division; and

WHEREAS, the COUNTY wishes to contract with the RPC to provide the technical assistance required to complete a Hazard Mitigation Grant Program (HMGP) grant application; and

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

- A. **TECHNICAL ASSISTANCE STAFF:** The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. **SCOPE OF SERVICES:** The RPC shall provide the COUNTY with the following services:
 - 1. Prepare and submit a Notice of Interest (NOI) to Iowa Homeland Security and Emergency Management (IHSEMD) for the plan update.
 - 2. Upon invitation by IHSEMD/FEMA, prepare and submit an IMGP grant application to IHSEMD/FEMA.
 - 3. Upon award of IMGP Grant, provide planning services to complete the plan update.
- C. **COMPENSATION:** RPC is to be compensated as follows:
 - 1. Preparation of the Notice of Interest (NOI) for the plan update: no charge for services.
 - 2. Preparation of the HMGP grant application: No charge upon award of contract for planning services to the RPC. If the COUNTY chooses a different firm other than the RPC to complete the update of the Multi-Jurisdiction Hazard Mitigation Plan the county will reimburse the RPC \$3,500 for the successful preparation and award of the grant.
 - 3. Compensation for planning services to be provided under Section B(3) of this agreement will be identified in the HMGP grant application and contract.

- D. BILLING AND PAYMENT: The RPC shall issue an invoice for services only if the COUNTY selects a firm other than the RPC to complete the Multi-Jurisdiction Hazard Mitigation Plan update. In case of such event the COUNTY shall reimburse the RPC no later than thirty (30) days after receipt of invoice for services, unless other terms are agreed to by both parties and attached to this contract.
- E. CONTRACT DURATION: The term of this Agreement shall commence upon the date execution and shall continue in full force and effect until terminated by either party upon at least ninety (90) days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to December 31, 2014. The rights, duties and obligations of the parties shall continue in full force during or following the period of termination notice until termination.
- F. ACCESS OF RECORDS: The RPC and COUNTY agree that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts and other information relating to Applicants business or this Agreement shall be available for inspection by Applicant and Applicant's outside accountants, at Applicant's expense.
- G. INDEMNIFICATION: The COUNTY shall hold the RPC, its officers and employees, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains.

Agreed to this 5th day of August, 2013
Mahaska County, Iowa
s/Greg Gordy, Chairperson
ATTEST: s/ Susan L. Brown
Area 15 Regional Planning Commission
s/ Chair, RPC Executive Board

Arrow Quick will discontinue hosting the county's website as of November 1st, 2013. Brian Knudtson, GIS department, was directed to contact Solutions to gather information on their web hosting costs and criteria.

The board opened bids for project NRCS L-EWP13-62-01. Four bids were received. Dale Hessing \$5,243.75; Skyline Ent. \$15,000.00; McCulley Culvert, Inc. \$7,275.00; McCulley Construction Co. \$6,500.00.

It was moved by Vander Molen seconded by Doland to authorize the chairman to execute the final pay voucher for project #FM-C062952) 55-62 T39 resurfacing. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to authorize Snyder & Associates, Inc. to complete an initial wetland review 220th St (Leighton Bridge). All present voted aye. Motion carried.

There were no public comments.

It was moved by Vander Molen seconded by Doland to adjourn. All present voted aye. Motion carried.

Attest: _____
Susan L. Brown
Mahaska County Auditor

Greg Gordy
Mahaska County Board of Supervisors